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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application

**PATENT APPLICATION**

Inventor(s): Patrick Lynn, et al.

SC/Serial No.: 09/187,284

Filed Date: November 5, 1998

Title: METHOD AND APPARATUS FOR  
INTERFACING WITH INTELLIGENT  
THREE-DIMENSIONAL  
COMPONENTS

**RECEIVED**

FEB 04 1999

Group 2700

**CERTIFICATE OF MAILING UNDER 37 C.F.R. §1.8**

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Assistant Commissioner for Patents, Washington, D.C. 20231 on January 13, 1999

Michael A. Molano

Signature Date: January 13, 1999

1/13/99  
(Signature)

**TRANSMITTAL LETTER**

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

Transmitted with this communication in connection with the above-identified applications are the following:

☒ A Power of Attorney by Assignee Under 37 C.F.R. §§ 3.71, 3.73(b)

☒ No fee is required with this communication.

Respectfully submitted,

Date: 1/13/99

By:

Michael A. Molano  
Reg. No. 39,777

FLIESLER, DUBB, MEYER & LOVEJOY LLP  
Four Embarcadero Center, Suite 400  
San Francisco, California 94111-4156  
Telephone: (415) 362-3800

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

Inventor(s):

SC/Serial No.:

Filed:

Title:

Patrick Lynn, et al.

09/187,284

November 5, 1998

METHOD AND APPARATUS FOR INTER-  
FACING WITH INTELLIGENT THREE-  
DIMENSIONAL COMPONENTS

) PATENT APPLICATION

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POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of a joint to corporate assignment from the inventors and a corporate to corporate assignment from PLATINUM technology, inc.

- ☒ A true copy of the joint to corporate assignment is attached hereto, the original of which has been forwarded to the United States Patent and Trademark Office for recording.
- ☒ A true copy of the corporate to corporate assignment is attached hereto, the original of which has been forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints Martin C. Fliesler, Reg. No. 25,656 and Michael A. Molano, Reg. No. 39,777, and other attorneys of FLIESLER, DUBB, MEYER & LOVEJOY LLP, to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:  
Martin C. Fliesler, Esq.  
FLIESLER, DUBB, MEYER & LOVEJOY LLP  
Four Embarcadero Center, Suite 400  
San Francisco, CA 94111-4156

Please direct all telephone calls to:  
Michael A. Molano  
415-362-3800

Assignee: PLATINUM technology IP, inc.

Assignee Type: (Corporation, Partnership, ...) Corporation

Signor's Name: Karen A. Ruzic Klein

Signor's Title: (Corporate Office or Position) Assistant Secretary

Signature: K. Ruzic Klein

Date: 1/12/99

**JOINT TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned Inventors:

(1) Patrick Lynn  
a resident of 1100 W. Cornelia Avenue, Apt. 218, Chicago, Illinois 60657; and

(2) John Fairley  
a resident of 4745 N. Ravenswood Loft #307, Chicago, Illinois 60640; and

(3) Kamal Shah  
a resident of 6349 Broadway Terrace, Oakland, California 94618; and

(4) Clay Graham  
a resident of 886 Capp Street, San Francisco, California 94110

have invented certain new and useful improvements in:

**METHOD AND APPARATUS FOR INTERFACING WITH INTELLIGENT THREE-DIMENSIONAL COMPONENTS**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X Said application having SC/Serial Number 09/187,284 and filed on the 5<sup>th</sup> day of November 1998.

WHEREAS PLATINUM technology, inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1815 South Meyers Road, Oakbrook Terrace, State of Illinois, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any

and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee.

Date of Execution of Declaration for Patent Application: 12/9/98

(1) Patrick Lynn  
Patrick Lynn

State of Illinois

County of Cook

On DEC 9 1998 before me, MARIA BUENO  
(name and title of officer)

personally appeared Patrick Lynn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Maria Bueno



Date of Execution of Declaration for Patent Application: 12/7/98

(2) John Fairley  
John Fairley

State of Illinois

County of Cook

On DEC 9 1998 before me, MARIA BUENO  
(name and title of officer)

personally appeared John Fairley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Maria Bueno



Date of Execution of Declaration for Patent Application: 12/7/98

(3) Kamal Shah  
Kamal Shah

State of California

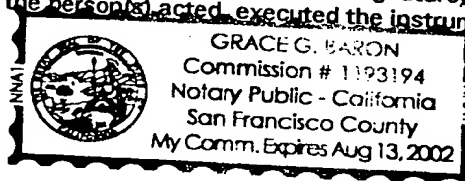
County of San Francisco

On 12/7/98 before me, Grace G. Baron, notary public  
(name and title of officer)

personally appeared Kamal Shah, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Grace G. Baron



\*\*\*\*\*

Date of Execution of Declaration for Patent Application: 12/7/98

(4) Clay Graham  
Clay Graham

State of California

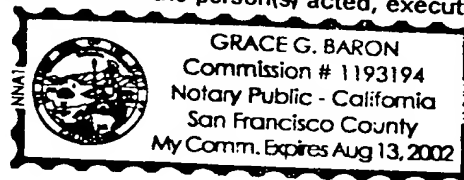
County of San Francisco

On 12/7/98 before me, Grace G. Baron, notary public  
(name and title of officer)

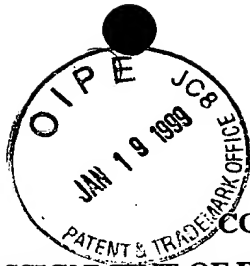
personally appeared Clay Graham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Grace G. Baron



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**CORPORATE TO CORPORATE**  
**ASSIGNMENT OF PATENTS, APPLICATIONS, AND INVENTIONS**

WHEREAS, PLATINUM technology, inc., a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 1815 South Meyers Road; Oakbrook Terrace, IL 60181 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in the following Letters Patents and applications therefor:

Title:	METHOD AND APPARATUS FOR INTERACTING WITH A SOURCE CODE CONTROL SYSTEM
Inventor(s):	Matthew J. Mason
Application SC/Serial No. or Patent No.:	09/115,273
Filed or Issued Date:	July 14, 1998
Attorney Docket No.:	PLAT1000MCF/JWC
PRIOR ASSIGNMENT DATA (INVENTOR(S) TO CORPORATE)	
Prior Assignment Date:	September 28, 1998
Recording Data (Date/Reel/Frames):	Unknown

Title:	METHOD AND APPARATUS FOR REORGANIZING AN ACTIVE DBMS TABLE
Inventor(s):	Hilton M. Pereira
Application SC/Serial No. or Patent No.:	09/159,073
Filed or Issued Date:	September 22, 1998
Attorney Docket No.:	PLAT1001MCF/JWC
PRIOR ASSIGNMENT DATA (INVENTOR(S) TO CORPORATE)	
Prior Assignment Date:	September 9, 1998
Recording Data (Date/Reel/Frames):	Unknown

Title:	METHOD AND APPARATUS FOR FAST AND COMPREHENSIVE DBMS ANALYSIS
Inventor(s):	Hilton Pereira
Application SC/Serial No. or Patent No.:	09/144,011
Filed or Issued Date:	August 31, 1998
Attorney Docket No.:	PLAT1002MCF/JWC
PRIOR ASSIGNMENT DATA (INVENTOR(S) TO CORPORATE)	
Prior Assignment Date:	August 28, 1998
Recording Data (Date/Reel/Frames):	Unknown

Title:	METHOD AND APPARATUS FOR CONCURRENT DBMS TABLE OPERATIONS
Inventor(s):	Rosita Mirzadeh
Application SC/Serial No. or Patent No.:	unknown
Filed or Issued Date:	November 25, 1998
Attorney Docket No.:	PLAT1003MCF/JWC
PRIOR ASSIGNMENT DATA (INVENTOR(S) TO CORPORATE)	
Prior Assignment Date:	November 24, 1998
Recording Data (Date/Reel/Frames):	Unknown



Title:	SYSTEM FOR SCHEDULING AND MONITORING COMPUTER PROCESSES
Inventor(s):	Headley, et al.
Application SC/Serial No. or Patent No.:	Unknown
Filed or Issued Date:	December 22, 1998
Attorney Docket No.:	PLAT1004MCF/JWC
PRIOR ASSIGNMENT DATA (INVENTOR(S) TO CORPORATE)	
Prior Assignment Date:	December 21, 1998
Recording Data (Date/Reel/Frames):	Unknown

Title:	METHOD AND APPARATUS FOR INTERFACING WITH INTELLIGENT 3D VISUAL COMPONENTS
Inventor(s):	Lynn, et al.
Application SC/Serial No. or Patent No.:	09/187,284
Filed or Issued Date:	November 5, 1998
Attorney Docket No.:	PLAT1005MCF/JWC
PRIOR ASSIGNMENT DATA (INVENTOR(S) TO CORPORATE)	
Prior Assignment Date:	December 7, 1998 and December 9, 1998
Recording Data (Date/Reel/Frames):	Unknown

WHEREAS, PATENT PROPERTY shall include each and all of the following:

(a) the foregoing Letters Patents and applications therefor and the inventions disclosed therein, and all embodiments of such inventions heretofore assigned to ASSIGNOR (all collectively hereinafter termed "said inventions");

(b) all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants on said inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;

(c) any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said inventions in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications;

(d) each and every reissue or extension of any of said patents;

(e) each and every patent claim resulting from a reexamination certificate for any and all of said patents, and

(f) the right to sue for and all claims for damages, profits or other recovery resulting from infringement, including past infringement, of any of the foregoing.

WHEREAS, PLATINUM technology IP, inc., a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 1815 South Meyers Road; Oakbrook Terrace, IL 60181 (hereinafter "ASSIGNEE") is to acquire from ASSIGNOR the entire right, title and interest in and to said Patent Property.

NOW THEREFORE, for good and valuable consideration acknowledged by said ASSIGNOR to have been received in full from said ASSIGNEE:

1. ASSIGNOR hereby sells, assigns, transfers and otherwise conveys to ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns, the entire right, title and interest in and to the PATENT PROPERTY.

2. / ASSIGNOR further agrees to execute and cause to be executed such additional instruments as may be necessary or desirable to confirm the transfer of rights as herein contemplated, to record the transfer of rights in the United States and throughout the world, and to permit ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns to enforce the PATENT PROPERTY.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer and delivered to ASSIGNEE this 28th day of December, 1998, in the State of Illinois.

PLATINUM technology, inc.,

By: \_\_\_\_\_

Name: Larry Freedman

Title: Senior Vice President and General Counsel

State of ILLINOIS

County of DUPAGE

On DEC. 28, 1998 before me, LARRY S. FREEDMAN, SR. VP + GENERAL COUNSEL  
(name and title of officer)

personally appeared Larry Freedman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

